

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

RENEE M. BUTZ,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civ. No. 05-495-JJF
	)	Judge Joseph J. Farnan Jr.
LAWNS UNLIMITED LTD. and	)	
EDWARD FLEMING,	)	
	)	
Defendants.	)	

**DEFENDANTS' RESPONSES TO PLAINTIFF'S  
FIRST REQUEST FOR ADMISSIONS**

General Objections

The term "you" is used herein but was not defined in Plaintiff's requests. For the purposes of their responses, Defendants define the term "you" as referring to the Individual Defendant, Edward Fleming.

Specific Objections & Responses

1. Admit that you attended plaintiff's wedding on September 6, 2003, and that on that date you were aware that plaintiff was pregnant.

**RESPONSE:** Defendants object to the extent this request contains more than one part and cannot be admitted or denied without qualification. By way of further answer, Defendant Fleming admits that he attended Plaintiff's wedding as a guest.

2. Admit that during a telephone conversation with plaintiff on December 23, 2003, plaintiff advised that her pregnancy leave would begin effective December 23, 2003.

**RESPONSE:** Defendants object to the extent this request contains more than one part and cannot be admitted or denied without qualification. By way of further answer, Defendant Fleming denies the request.

3. Admit that during a telephone conversation with plaintiff on December 24, 2003, you advised plaintiff that she would be permitted to take a maternity leave, but that she would be required to sign an employment contract conditioning plaintiff's return to work with Defendant Lawns Unlimited Ltd.

**RESPONSE:** Denied.

4. Admit that the following employees had requested, and were granted, a leave of absence from Defendant Lawns Unlimited Ltd. during the period 2002-2004: Raul Ramirez-Castaneda (aka Roberto Gonzalez), David Lopez-Rivas, Juan Ramirez, Antonio Santay, and Gregorio Vazquez.

**RESPONSE:** Denied.

5. Admit that no other employee has been required to sign an employment contract as a condition for a leave of absence.

**RESPONSE:** Denied. Plaintiff was not required to sign a contract.

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Margaret M. DiBianca

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